

REMARKS

Claims 1-15 are all the claims pending in the application. Claims 10-15 have been added. Claims 1, 3, and 5 have been amended. Applicant respectfully submits that the new and amended claims are supported by the specification as filed.

I. Claim Objection

In the Office Action dated July 12, 2007, the Examiner objected to claim 1. Applicant respectfully requests the Examiner withdraw the objection in view of the self-explanatory amendment presented above.

II. Claim Rejection under 35 U.S.C. § 102

The Examiner has rejected claims 1-9 under 35 U.S.C. § 102(b) as allegedly being anticipated by Li (USP 6,915,252).

Claim 1 relates to an automated design system for performing automated design of a product, and recites, *inter alia*:

**automated design means for performing
automated design using** design requirement
particulars with respect to a design of the
product required by a customer or a
designer, **designer discretion particulars by
discretion of the designer with respect to
the design of the product,** and the design
rule necessary with respect to the design of
the product,

. . .

design result determination means for
determining whether a **design result** obtained
by the automated design means **satisfies the
determination rule . . .**

In the previous office action, the Examiner asserted that Li teaches “designer discretion particulars” in the teaching of the “physical design” in Column 10, Lines 46-55. (Office Action,

P. 5). In the Advisory Action, the Examiner changed his position and asserted that such “designer discretion particulars” are taught by Li at Column 12, Lines 27-34. Applicant respectfully submits that these interpretations are incorrect.

First, with regard to the assertion that the “physical design” of Li teaches the “designer discretion particulars”, assuming the physical design and the drc rule of Li do correspond to “designer discretion particulars” and “determination rule,” respectively, the Examiner’s assertion regarding the “design result discretion means” is inconsistent because in that case the verification tool of Li **would verify if the “designer discretion particulars” meets each of the “determination rule.”** As recited in claim 1, “design result determination means” is for determining whether a design result obtained by the automated design means satisfies the determination rule, while the design result is obtained by using the design requirement particulars, the designer discretion particulars, and the design rule.

In view of these reasons, Applicant respectfully submits that it is quite clear that the “physical design” of Li cannot teach the “designer discretion parameters” as required by the claims.

Second, with regard to the new assertion that the discussion at Column 12, Lines 27-34 teaches the “designer discretion particulars”, Applicant submits that the discussion clearly cannot teach “designer discretion particulars **by discretion of the designer with respect to the design of the product**” for at least two reasons.

First, the discussion cited relates to “specif[ying] parameters . . . **which can be used in the technology file 202 to translate the global design rule definition file into a non-native language format.**” (Li, Col. 12, Lns. 28-31). Applicant respectfully submits that **translating**

the global design rule definition file into a non-native language format has **absolutely nothing** to do with a “automated design means for **performing automated design using**”. This could only be as such if **the design result were the translated global design rule definition file and not the physical design**. Applicant respectfully submits that this rationale is erroneous.

Second, even assuming that such translation had anything to do with the creation of the physical design, (which Applicant respectfully submits is incorrect), Applicant respectfully submits that the specified parameters would still fail to be taught or suggested as **“by discretion of the designer with respect to the design of the product”** or even discretionary at all. Parameters for the translation of a definition file into a non-native language are not be discretionary. If these parameters were incorrectly specified, the CAD program would not function. As such, Applicant respectfully submits that the specification of these parameters is clearly not discretionary or “by discretion of the designer.” Further, these parameters are clearly applicable on a global level. (i.e. used to translate the **global design rule definition file**). As such, **Applicant respectfully submits that these parameters are not “by discretion” with respect to the “physical design” being designed by the automated design means**.

In view of these reasons, it is clear that the parameters discussed in Column 12, Lines 27-34 cannot teach the “designer discretion parameters” as required by the claims.

As such, Applicant respectfully submits that, regardless of which interpretation is used, the reference clearly cannot be said to teach or suggest **“automated design means for performing automated design using** design requirement particulars with respect to a design of the product required by a customer or a designer, **designer discretion particulars by discretion**

of the designer with respect to the design of the product, and the design rule necessary with respect to the design of the product.

Claim 1 further recites, *inter alia*,

determination rule input means for **inputting a determination rule including a rule, which is to be satisfied by design of the product in the case of manufacturing the product, and comprises at least one parameter which is in addition to the design requirement particulars, the designer discretion particulars and the design rule**

Applicant respectfully submits that Li fails to teach or suggest the “determination rule” “comprises **at least one parameter** which is **in addition** to the design requirement particulars, the designer discretion particulars and the design rule.” In Li, **the DRC rules used for global verification, which the Examiner asserted corresponds to the claimed “determination rule”, are the same parameters (physical design constraints) as the design rules**. The verification of Li is that the physical design meets the global design rules and not just the design rules used to generate the physical design. However, these are still the same parameters. As such, Applicant respectfully submits that it is clear that Li fails to teach or suggest at least the claimed “determination rule.”

In view of the above, Applicant submits that Claim 1 is not anticipated by Li. Accordingly, Applicant respectfully requests that the Examiner withdraw the rejection of claim 1 and dependent claims 2 and 7 at least by virtue of their dependence from claim 1. Furthermore, Applicant respectfully submits that independent claims 3 and 5 are also not anticipated by Li for similar reasons and requests that the Examiner withdraw the rejection to these claims too. Finally, Applicant respectfully submits that claims 4, 6, 8 and 9 are patentable at least by virtue

of their dependence from claims 3 and 5 and respectfully requests the Examiner withdraw the rejection to these claims as well.

III. New Claims

Applicant has added claims 10-15. These claims are allowable at least by virtue of their dependency from claims 1, 3, and 5 for the reasons stated above as well as for the novel features recited therein. As such, Applicant respectfully requests entry and allowance of claims 10-15.

IV. Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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